## COLLECTIVE BARGAINING AGREEMENT

#### Between

## AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO (Health Facilities Locals 1111, 1178 and 1276)

And

COUNTY OF COOK

December 1, 2017 through November 30, 2020

Effective upon Approval by the Cook County Board of Commissioners

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

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# COLLECTIVE BARGAINING AGREEMENT

#### **PREAMBLE**

This Agreement is made by and between AFSCME Council 31, with and on behalf of Local 1111, Local 1178 and Local 1276, hereinafter referred to as the "Union" or "AFSCME," and the COUNTY OF COOK, hereinafter referred to as the "County," or the "Employer."

### ARTICLE I Recognition

# Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all employees of the John H. Stroger, Jr. Hospital of Cook County, Oak Forest Hospital, Provident Hospital, Cermak Health Services, Ambulatory and Community Health Network ("ACHN"), Ruth M. Rothstein CORE Center, Department of Public Health facilities and the Office of the Medical Examiner in the job classifications set forth in Appendix A of this Agreement, except those employees working less than twenty (20) hours per week and excluding all confidential employees, technicals, professionals, supervisors and all Personnel Department Employees. It is understood by the parties that the unit may be modified subsequently under the procedures of the Illinois Public Labor Relations Act.

# Section 1.2 Union Membership:

The County does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

The Union shall be notified of New Employee Orientation (NEO) sessions conducted by the County. The County shall provide the Union with a minimum of one week's notice of the session. If new members of a Union bargaining unit attend the NEO session, the Union will be permitted up to one (1) hour during the NEO session to acquaint them with the collective bargaining agreement and the Union's role in administering it. This time will normally be scheduled at the end of the session, unless mutually agreed otherwise. Attendance during this phase of the NEO session will be without loss of pay.

The Union shall have the right to conduct union orientation for each new bargaining unit employee (and for bargaining unit employees transferring to a new position covered by a different local union) during the employee's first two weeks of employment in the bargaining unit or new position covered by a different local union at a time mutually agreeable to the parties, unless the Employer is conducting a new employee orientation within 2 weeks of the new employee's date of hire.

#### Section 1.3 Dues Check-off:

- A. <u>Deductions</u>: The Employer agrees to deduct from the pay of those employees who individually sign a written authorization the following:
  - 1. Union membership dues, initiation fee required as a condition of membership, or a representation fee.
  - 2. Union sponsored dental plan.
  - 3. P.E.O.P.L.E. Deduction.

The request shall be on a form agreed to by the parties. The amounts deducted shall be set by the Union.

B. Remittance: The deductions shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee.

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The deductions shall be remitted to the Union along with a list including the name, address, social security number, each bargaining unit employee's salary, and amount of deduction for each employee. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions.

The Union shall advise the Employer of any increase in dues, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

### **Section 1.4 Indemnification:**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

## Section 1.5 Bargaining Unit Work:

The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other

absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

# ARTICLE II Declaration of Purpose and Authority of the County

# Section 2.1 Community Interest:

The parties acknowledge the interest of the general community in the medical care offered by the County and its employees, and declare their intent that this humanitarian service shall not be interrupted by reason of any dispute or disagreement among the Union, the Hospital or its employees. The purpose of this Agreement is to establish and maintain harmony and cooperation between the Hospital and the employees by setting forth the complete understanding between the County and Union with respect to wages, hours and other terms and conditions of employment of such employees, and to provide an orderly procedure for the prompt and fair disposition of any grievances that might arise, thereby assuring patients at the Hospital that, with the flexibility in the use of Hospital personnel provided herein, they will receive efficient and uninterrupted care at all times.

# Section 2.2 County Authority - Locals 1111 and 1178:

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire, lay off, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

# Section 2.3 County Authority - Local 1276:

The Union recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to

carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

# Section 2.4 County Obligation:

The Union recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

# Section 2.5 Union and County Meetings:

For the purpose of maintaining communications between labor and management, in order to cooperatively discuss and solve problems of mutual concern, each Local Union and the County agree to meet quarterly through designated representatives. Each Local Union and County shall designate not more than five (5) representatives to the Labor/Management Committee. The party requesting such meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. A date and location for the meeting will be mutually agreed to by the parties.

# Section 2.6 Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

# ARTICLE III Hours of Work and Overtime

# Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week, which may be required.

# Section 3.2 Regular Work Periods:

The regular pay period for an employee shall consist of two (2) regular work weeks. The regular work day for an employee shall consist of eight (8) consecutive hours of work, including a one (1) hour paid lunch period, or a paid forty-five (45) minute lunch and a fifteen (15) minute break, whichever is applicable, all within the twenty-four (24) hour period beginning at his/her starting time.

For Local 1178 lunch and break periods currently in effect will remain in effect.

It is understood that the Employer may establish schedules for Clinic Employees which depart from their normally scheduled workday or workweek in order to meet patient needs and/or the operational needs of the Clinic. In such circumstances, the Clinic shall, where reasonably practicable, give two (2) weeks advance notice of a change to the Employee and the Union. Where possible, employees shall be allowed to select hours, taking into consideration the needs of the Clinic. The normally scheduled workweek will consist of no more than forty (40) hours.

Requests by employees for flex time schedules shall be granted where practicable to do so. The scheduling of flex time shall be by mutual arrangement between the employee and his/her supervisor. If operational needs permit the granting of some, but not all such requests, priority shall be given to the employee who the Union and the Employer find has the greatest personal need.

Requests by employees for flex time schedules shall be in writing and shall state the basis for such request. Requests shall be submitted thirty (30) days in advance of the commencement of the requested flex schedule. The above thirty (30) day notice requirement may be waived by the employer in the event of an emergency, however the employee shall provide as much written notice as is reasonable under the circumstances. All denials of flex time shall be in writing within ten (10) working days to the employee. All denials shall be accompanied with the reason for the denial.

Time and Attendance issues are appropriate for Labor/Management meetings.

Section 3.2(b) Work Periods for LPNs:

An LPN who is scheduled to work and reports for work shall have the opportunity to work a full shift. The regular pay period shall consist of two (2) regular work weeks, and the regular work week shall commence with a shift beginning at or after 12:00 a.m. on Sunday.

Except for LPNs working in the ACHN, the regular workday shall consist of eight (8) consecutive hours of work, including a one (1) hour meal period or a forty-five (45) minute meal period and fifteen (15) minute break, which will be paid. The practice of scheduling ten (10) work days in each fourteen (14) day pay period will continue, and the County will also continue its present policy of not ordinarily scheduling its nursing staff for more than five (5) consecutive work days with consecutive days off. The County may also schedule LPNs in particular areas for ten (10) consecutive hours of work (including a one (1) hour meal period or a forty-five (45) minute meal period and fifteen (15) minute break, which will be paid) on eight (8) work days in a fourteen (14) day pay period, and not ordinarily scheduling such work for individual LPNs on more than four (4) consecutive work days with consecutive days off. If the County decides to implement such a schedule in any area, it will first discuss with the Union the impact of the planned schedule and any hardships which it may impose on particular nurses and bargain over the impacts pursuant to the ILPRA. Insofar as practicable, the County will accommodate preferences of LPNs for the (10) and eight (8) hour shifts if both are scheduled in the same area. Otherwise, LPNs so affected may exercise their seniority rights, or also may be assigned temporarily by the health facility to other positions, without loss of pay, until a position of the same grade and shift is available to them, based on seniority.

The County agrees to a twelve (12) hour shifts (including a one (1) hour paid meal period, or a forty-five (45) minute meal period and fifteen (15) minute break, which will be paid), in units where the Union and management agree. LPNs working such twelve (12) hour shifts will be scheduled no more than seven (7) work days in a fourteen (14) day pay period, and will not ordinarily be scheduled for more than three (3) consecutive days in one (1) week and four (4) days in the other week.

Notwithstanding any other language in this Agreement, LPNs assigned to work in the ACHN may be scheduled to work shifts of from four (4) to twelve (12) hours, consistent with the clinic's operational needs and ACHN LPNs will have a one hour meal period or a forty-five (45) minute meal period and fifteen (15) minute break, which will be paid. LPNs assigned shifts other than eight (8) hours shall not normally be scheduled to work more than five (5) days in a work week and normally will be scheduled to work at least eighty (80) hours in the pay period. However, when a clinic changes work schedule(s), it will first seek volunteers, and if there are insufficient volunteers, the revised schedule(s) will be rotated by reverse seniority. Full-time LPNs will receive overtime premium for working beyond their scheduled shift.

Notwithstanding any other language contained in this section, LPNs working in Stroger Specialty Diagnostic Units at any time when there only is one shift, shall have a one (1) hour meal period, or a forty-five (45) minute meal period and fifteen (15) minute break which will be paid.

Notwithstanding any other language in this Agreement, a LPNs work day does not end until his/her report is complete.

# Section 3.3 Overtime Pay:

An employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular work period. Employees shall not be laid off from their regularly scheduled hours of work to avoid payment of overtime. The County will continue its pattern of not ordinarily scheduling more than five (5) consecutive work days without consecutive days off. Hours in a pay status, with the exception of sick time, shall count as time worked in computing overtime.

In determining whether an employee is entitled to overtime pay, hours in which the employee is in pay status because of benefit (PTO) time use for FMLA shall not count as time worked in computed overtime.

# Section 3.4 No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. The number of hours for which an employee is paid, but which are not worked on a regular holiday, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime.

#### Section 3.5 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees of the bargaining unit who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the County will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The County shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

#### Section 3.6 Weekend Program:

- A. The County and the Union agree to a weekend program to be followed in the Acute and Sub acute Areas at Oak Forest Hospital. Except for Section B.3. below which applies to all bargaining unit employees, this section will apply only to LPNs assigned to the Acute and Sub acute Areas at Oak Forest. Current weekend practices at all other Oak Forest units and Cook county facilities will remain the same.
- B. Except for LPNs who make written requests for weekend work, LPNs will be regularly scheduled to be off duty for every other weekend, in so far as practicable. Supervisors will use cyclical scheduling patterns so that each nurse is off duty every other weekend and can know in advance which weekends she can expect to be off duty provided:
  - 1. If an LPN wants a weekend off that otherwise would have been scheduled for her to work in her cyclical pattern, she can by mutual agreement change with another LPN. The supervisor must be notified in writing prior to this change.
  - 2. An LPN is entitled to request four optional weekend days off with her vacation that she otherwise would have been scheduled to work in her cyclical pattern.
  - 3. LPNs are not required to make up any weekends they would have been scheduled to work when they are on vacation nor do they have to get another LPN to cover their weekend when they are on vacation. They may request their vacations to begin on a Monday following their regularly scheduled weekend off duty.
  - 4. When the supervisor is preparing the four week schedule and an LPN is needed to work a weekend day in addition to those regularly scheduled for every other weekend, the supervisor will first seek in-house registry staff, then volunteers or staff from other units. If these fail, LPNs who otherwise would have been off duty may be scheduled to work one additional weekend day but no more than

four additional days in a fiscal year. The least senior LPN on the ward or unit will be scheduled first and not again until all other LPNs have worked one day.

C. Whenever an LPN works a weekend day other than her regularly scheduled every other weekend, she will receive time and one-half her regular hourly rate (including any shift and weekend differential) for all hours worked unless she has requested in writing to work more than every other weekend.

#### **Section 3.7 Rotation of Duty/Floating:**

- A. If the absence of a scheduled LPN creates a vacancy on a shift, on-duty LPNs will have the first choice to fill the vacancy and thereafter by seniority to the most senior LPN at the location. A regularly scheduled LPN will not be floated and her scheduled position filled by an RN.
- B. The County may require an LPN to float to areas in which the County may reasonably determine that the LPN possesses competence. An LPN who is requested to float will be offered professional orientation which shall include the following:
  - 1. Unit/division/cluster protocols regarding patients to whom the LPN is assigned;
  - 2. Location of equipment, supplies and medications; and
  - 3. Procedures, equipment and charting specific to the assigned patients;
  - 4. LPNs floating between adult and pediatric units will be given a review of medications and treatments for assigned patients.

Each unit/division/cluster is responsible to keep a record of the LPN rotational turns of floating. Floating for all or part of a shift counts as a turn and turns will be rotated among the LPNs on each unit/division/cluster as equitably as practical.

LPNs will be floated from a unit/division/cluster in the following order:

- 1. Commercial Registry, if being utilized
- 2. In-House Registry, if in effect
- 3. LPNs working overtime from another shift or unit/division/cluster
- 4. LPNs working overtime from the same shift or unit/division/cluster
- 5. LPNs assigned to the unit/division/cluster
- C. Temporary shortages in the ACHN clinics will be covered in the following order:
  - 1. Voluntary overtime by ACHN LPNs in the same cluster to be distributed as equitably as is reasonable;
  - 2. Voluntary overtime by ACHN LPNs in other clusters to be distributed as equitably as is reasonable; and
  - 3. Floating ACHN LPNs within the cluster, as follows:
    - a. Volunteers will first be solicited for such reassignments. If no one volunteers, LPNs will be reassigned on a rotating basis starting with the least senior ACHN LPN in the cluster.

- b. When the need is known in advance, the County will reassign the appropriate LPN as soon as is reasonable and before the beginning of the shift.
- c. The reassignment will not exceed four (4) weeks, unless the LPN volunteers for an extension.
- d. Reassignments will be within the cluster where the LPN is permanently assigned.
- e. An LPN will not be reassigned to more than one site in a regular workday.
- f. When an LPN must travel from her/his home clinic to another clinic during the course of a work day, the LPN will be reimbursed for the use of her/his personally-owned automobile on the basis of miles driven, in accordance with the Cook County Travel and Transportation Expense Reimbursement Policy, or if they do not have their car, they will be reimbursed for their cab fare to the other clinic upon providing an acceptable receipt.

4.	The clusters	are designated	as follows:
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South	South Suburban	West
Segstacke	Oak Forest	Prieto
Near South	Robbins	Logan
Englewood	Wood Winston	Cicero
Woodlawn	Cottage Grove	Austin
	er en la Propinsi de la Companya de La Companya de la Com	Palatine
	•	Morton East
		Children's Advocacy Center
**		Austin/PATH Clinic
		Fantus*
		Specialty Care*

<sup>\*</sup>Fantus and Specialty Care LPNs will only be required to float within Fantus and Specialty Care and other LPNs in the West cluster will not be required to float to Fantus or Specialty Care.

#### ARTICLE IV Seniority

## **Section 4.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be 6 months (120 days). The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

### **Section 4.2 Definition of Seniority:**

Seniority is an employee's length of most recent continuous employment at the John H. Stroger, Jr. Hospital of Cook County, ACHN, Provident Hospital facilities, Oak Forest Hospital facility a Cermak, Department of Public Health, Medical Examiner, and Ruth M. Rothstein CORE Center, since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article 5, Section 5.5. Seniority for such regular part-time employees shall be prorated.

### Section 4.3 Promotion, Transfer, Layoff and Recall:

In cases of promotion and transfer, employees shall have first preference on the basis of their seniority and ability and fitness to perform the required work, as hereinafter provided in Sections 4.5, 4.6, and 4.7 of this Article provided that the employee has the ability and fitness to perform the required work.

When the qualifications are substantially equal among the candidates, seniority shall be controlling. In cases of layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in inverse order of seniority and recalled in order of seniority in accordance with this Article; provided, however, that the County may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work. For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number.

In cases where an employee files applications for multiple job openings and accepts an offer of promotion or transfer, all other applications filed by that employee will be considered void. Such employee cannot delay acceptance of a position while awaiting future offers and must declare his/her intent to accept an offer of promotion or transfer in writing within ten (10) days, or the offer will be considered waived.

## Section 4.4 Reduction in Work Force and Layoff:

Should it become necessary to decrease the number of employees within a job classification or eliminate a position within any classification, the employees in the classification shall be laid off in inverse order of seniority. The affected employees and the Local Union shall be given notice thereof at least thirty (30) days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified.

When a layoff or job elimination occurs, the affected employees shall have the following options:

- a) Select a vacancy within CCHHS, if a CCHHS employee, or the Cook County Medical Examiner's Office if an employee of the Cook County Medical Examiner's Office, provided that the employee has the ability and fitness to perform the job.
- b) Should no such vacancy exist, employee may B-bump the least senior employee in the next lower classification, within the classification series if applicable, in CCHHS if a CCHHS employee, or in the Cook County Medical Examiner's Office if an

employee of the Cook County Medical Examiner's Office, provided that the employee has the ability and fitness to perform the job.

c) Elect layoff.

All layoffs. selection of vacancies and bumping rights shall be within the employee's designated local union.

Employees subject to layoff or job elimination may only select a vacant position in a different local union if the selection will not affect an employee subject to layoff or within that local union.

The least senior employee displaced in the classification in the bargaining unit shall be offered the position of the least senior employee in the next lower classification in the classification series, first by work location, then by bargaining unit, in accordance with the seniority provisions of this Agreement.

Vacant Positions: In the event there are not enough such openings, the employee will be offered positions under the Employer – the Office of the President in any other classification within the jurisdiction of the local union in which there is a vacancy. In the event there are not vacancies within the jurisdiction of the local union, employees will be offered any other vacancies under the jurisdiction of the Employer, provided that, for all purposes under the Section, the vacancy is in an AFSCME-represented classification or is a vacancy under the Office of the President within AFSCME (excluding 3696-Public Defenders office only), such vacancies will be offered in seniority order, the employee possesses the ability and fitness to perform the job and the vacancy is in a classification equal to or lower rated than the one from which the employee is laid off. Where the Employer is obligated to fill positions outside the laid off employee's local union jurisdiction pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

Employees not having rights to any job in their current classification or another classification shall be considered laid off.

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Employees will be recalled to the classification held by them at the time a decrease in work force is first put into effect, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification and subsequently returned to their classification prior to the decrease in the work force, all in accordance with the seniority provisions of this Agreement.

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

All of the foregoing is conditioned upon the employee's ability and fitness, to perform the job.

# <u>Section 4.5 Promotion and Shift Assignment Other Than ACHN Employees - Locals 1111 and 1276:</u>

Employees in the same job classification and in the same department or division, but on a different shift, will first be given preferential consideration for a change in shifts in accordance with Section 4.3 of this Article. Jobs therefore will be posted electronically, if possible, and in the department or division for a period of five (5) calendar days. In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification and in the department or division with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires.

Jobs not filled by way of shift changes from within the clinic or administrative unit shall thereafter be posted electronically, if possible, and at each facility within the Bureau of Health for a period of fourteen (14) consecutive calendar days, with preferential consideration given in accordance with Section 4.3 of this Article to employees in the Local Union in an equal or lower paying classification within the division, within the department, then within the facility and finally throughout the Bureau of Health. Employees in higher paying classifications within the Bureau of Health in the Local Union may also make application during the fourteen (14) day posting period and will be considered for placement into a lower paying classification in accordance with Section 4.3 of this Article. In the event the job remains unfilled, it will be posted as open for general application.

The Employer in its discretion may at one or more of its facilities determine that shift assignment postings and promotional postings may be done concurrently. In the event that shift assignment postings and promotional postings are done concurrently, such posting may be removed after five (5) calendar days if the job is filled by an employee in the same job classification and in the same department or division, but on a different shift.

The posting, promotion and shift assignment procedure currently practiced at the Office of the Medical Examiner will remain in effect and, if possible, openings also will be posted electronically. All jobs will be posted for fourteen (14) consecutive calendar days.

The Employer will continue to work toward a reasonable transition to an all-electronic posting system when available. Such system shall include provisions for reasonable access for all employees.

# Section 4.6 Promotion and Shift Assignment - Local 1178:

Vacant positions shall be posted electronically, if possible, and concurrently on all posted boards in the Bureau of Health for a total of fourteen (14) consecutive days. Employees in the same job classification and in the same Department (Clinic) or Division (Region), but on a different shift, will first be given preferential consideration for a change in shifts in accordance with Section 4.3 of this Article.

Jobs not filled by way of shift changes from within the clinic or administrative unit shall thereafter be posted electronically, if possible, and at each facility within the Bureau of Health

for a period of fourteen (14) consecutive calendar days, with preferential consideration given in accordance with Section 4.3 of this Article to employees in the Local Union in an equal or lower paying classification within the division, within the department, then within the facility and finally throughout the Bureau of Health. Employees in higher paying classifications within the Bureau of Health in the Local Union may also make application during the fourteen 14 day posting period and will be considered for placement into a lower paying classification in accordance with Section 4.3 of this Article. In the event the job remains unfilled, it will be posted as open for general application.

The Employer in its discretion may at one or more of its facilities determine that shift assignment postings and promotional postings may be done concurrently. In the event that shift assignment postings and promotional postings are done concurrently, such posting may be removed after five (5) calendar days if the job is filled by an employee in the same job classification and in the same department or division, but on a different shift.

In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification and in the Department (Clinic) or Division (Region) with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires.

The Employer will continue to work toward a reasonable transition to an all-electronic posting system when available. Such system shall include provisions for reasonable access for all employees.

### Section 4.7 Promotion and Shift Assignment for ACHN Employees - Locals 1111 and 1276:

Employees in the same job classification and in the same clinic or administrative unit, but on a different shift, will first be given preferential consideration for a change in shifts in accordance with Section 4.3 of this Article. Jobs therefore will be posted in the clinic or administrative unit for a period of five (5) calendar days. In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification and in the clinic or administrative unit with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires.

Jobs not filled by way of shift changes from within the clinic or administrative unit shall thereafter be posted at each facility within the Bureau of Health for a period of fourteen (14) consecutive calendar days, with preferential consideration given to employees in Local Unions 1111 and 1276 in an equal or lower paying classification within the clinic or administrative unit, then the region, then the Hub facility, then ACHN and finally throughout the Bureau of Health by bargaining unit. Employees in higher paying classifications within the Bureau of Health in the Local Unions 1111 and 1276 may also make application during the fourteen (14) day posting period and will be considered for placement into a lower paying classification. In the event the job remains unfilled, it will be posted as open for general application.

The Employer in its discretion may at one or more of its facilities determine that shift assignment postings and promotional postings may be done concurrently. In the event that shift assignment postings and promotional postings are done concurrently, such posting may be removed after five (5) calendar days if the job is filled by an employee in the same job classification and in the same department or division, but on a different shift.

#### Section 4.8 Return to Former Job:

An employee who has been promoted to another job within the represented unit may be returned by the Employer to his/her former job or equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

#### Section 4.9 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit, shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which promoted or transferred out of the unit.

#### Section 4.9(b) Return to Represented Unit for LPNs:

An LPN who has been promoted or transferred out of a represented classification and who is later transferred back to the unit, shall, upon return to the unit, be granted the seniority the LPN would have had the LPN continued to work in the unit. During the first ninety (90) calendar days in a job out of the employee unit which is represented by the Union, an LPN shall have the right to return to the represented unit.

#### Section 4.10 Seniority List:

On December 1<sup>st</sup> and June 1<sup>st</sup> of each year, the County will furnish each Local Union a list showing the name, number, address, classification and last hiring date of each employee. The County shall post a similar list without employee addresses. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct. The County will furnish each Local Union monthly reports of any changes to such list. After furnishing any such list an employee must notify the County of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein, provided that no changes in the hiring dates furnished in the original list will be permitted. At least quarterly, the County on behalf of all Local Unions covered by this Agreement, shall notify AFSCME Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions,

demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. AFSCME Council 31 shall, upon request, receive such information on computer tapes, where available.

#### Section 4.11 Termination of Seniority:

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- (e) absence from work because of layoff or any other reason for twenty-four (24) months for any employee with less than seven (7) years of service or for thirty-six (36) months for any employee with seven (7) or more years of service\_except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address on file with the Personnel Office where the employee works; or
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

### **Section 4.12 Transfer of Stewards**:

Employees acting as Union stewards under Article XI, Section 11.6 of this Agreement shall not be transferred from their job classification or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

#### **Section 4.13 Vacancy and Vacancy Postings:**

A vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged or when new positions are created. However, the Employer retains the sole discretion to determine whether or not and when such vacancy, if any, will be filled.

A status report on posted positions vacant for more than ninety (90) days shall be provided as part of routine labor management meetings or upon written request from the Union to the department's Human Resources Unit.

Vacancy Postings: Each department will post new positions electronically, if possible, and at all work sites for a period of no less than ten (10) work days. Such posting shall state the grade, assignment, and skills required for the posted position and that the position is in a bargaining unit represented by AFSCME Council 31, followed by the Local Union number.

### ARTICLE V. Rates of Pay

### Section 5.1 Job Classification/Rates of Pay:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the terms of this agreement:

Effective the first full pay period on or after ratification, a onetime \$1200.00 lump sum payment.

Effective the first full pay period on or after 6-1-2019, a 2.0% wage increase.

Effective the first full pay period on or after 6-1-20, a 2.0% wage increase.

Effective FY19 the entry level rate for all classifications will be reduced by 10%.

#### Section 5.2 New, Changed or Misclassification; Job Audit/Classification Review:

A. During the term of this Agreement, the County may establish new and changed job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on

the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.

- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the employee if possible, or include reclassification in the forth-coming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.
- C. Within thirty (30) days from the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees.

The committee shall begin meeting each year to review Union and employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be complete no later than June 1 of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the Committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

The County acknowledges an obligation to pay employees in their proper classification and grade. In a case where an employee claims to be misclassified the parties shall determine how to proceed. In the event a job audit concludes that an employee is misclassified, the County shall act upon the results of the audit and do so within a reasonable time.

D. When any classification is eliminated from the budget, the Union shall be notified and have an opportunity to discuss the reason for elimination and its effects on employees.

#### Section 5.3 Classification and Grade Changes:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement the following rules shall apply:

- A. <u>Promotions</u>: An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that:
  - 1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.

2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. Subsequent increases within any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification.

In all cases of promotion, the effective date will set a new anniversary date.

#### B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employees shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date.

In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

#### C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee promoted to a job in a higher salary grade after the beginning of Fiscal Year 1960 and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

#### D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

#### **Section 5.4 Shift Differential:**

- (a) Employees whose schedule currently provides that they work any hours between 3:00 p.m. and 7:00 a.m. on the date this agreement is approved by the Cook County Board of Commissioners will continue to be paid a premium of \$.65 per hour for all hours worked that fall between 3:00 p.m. and 7:00 a.m.
- (b) Employees shall be paid a shift differential of \$1.00 per hour for all hours worked if their work shift provides that they work half or more of their work hours before 7:00 a.m. or after 3:00 p.m.

#### Section 5.5 Part-Time Employees:

Regular part-time employees shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. All part-time employees shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalent of the required service (specified in Appendix A) since their last advancement of a step or placement therein. Part-time employees regularly employed for twenty (20) or more hours a week shall be entitled to some benefits on a pro rata basis. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan.

#### Section 5.6 Part-time LPNs:

All part-time LPNs shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalency of one (1) year's full-time service since their last advancement of a step or placement therein. Newly hired LPNs may be placed in the appropriate grade up to the fourth step of the salary schedule, provided that such placement is given on a uniform basis for prior experience in the position for which hired. Full-time LPNs who hereafter become part-time LPNs, or part-time LPNs who hereafter become full-time LPNs, shall be initially retained at their then present step, and thereafter shall progress from step to step under the provisions of this Agreement. Part-time LPNs shall accrue a day of vacation for each twelve (12) days paid, and shall accrue a day of sick leave for each twenty-two (22) days paid. Parttime LPNs otherwise shall receive pro rata benefits for insurance, shift differential, jury service, bereavement leave, holidays, and education and training benefits. All other provisions of this Agreement shall be equally applicable to part-time LPNs on a pro rata basis. understandings between the County and part-time LPNs as to particular days of the week they are to work will be put in writing and a copy given to the LPN and the Union at the time of hire or as subsequently agreed upon. If a part-time LPN's days of work thereafter are changed by the County, the LPN may accept a lay-off under the provisions of this Agreement and await an offer of the days of work to which he/she had previously agreed. LPNs requesting a change from or to full-time or part-time status shall be given preference over new hires in filling vacancies for which they are qualified; and part-time LPNs who want to work more than their present schedule number of days per pay period will be accommodated when work is available and can be fitted into the schedule. Benefits accrued prior to any such changes in status will be retained and used as specified in this Agreement.

The County will endeavor to provide part-time positions at all County facilities.

#### Section 5.7 - Temporary Assignment Pay

Effective December 1, 2018, an employee who is directed by the Department Head, or the Department Head's designee to and does perform, or who is held accountable for the distinguishing duties or responsibilities of a higher rated job, within an AFSCME-represented bargaining unit, for two (2) weeks or more shall be paid at the higher rate for all such time from the first day of the assignment. For the purpose of calculation of payment, assignments of one-half (1/2) day or more shall be considered a full day. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the ability to do the job. The Employer shall not rotate employees in order to circumvent the payment provisions of this section.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. Employees assigned to an equal or lower-rated position shall be paid their proper permanent classification rate.

The maximum time that a position may be filled through temporary assignment shall be four (4) months, except where the regular incumbent is on a leave of absence, in which case it shall six (6) months, after which time the Employer shall either discontinue the assignment or post the position as a vacancy. The time limits may be extended by mutual agreement of the Employer and the Union.

### ARTICLE VI Holidays

#### Section 6.1 Regular Holidays:

The following are regular holidays:

New Year's Day Lincoln's Birthday

Presidents' Day Martin Luther King's Birthday

Fourth of July Memorial Day Columbus Day Labor Day

Thanksgiving Day Veteran's Day Christmas Day

The Office of the Medical Examiner will continue to observe Pulaski Day.

#### Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.

b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

#### **Section 6.3 Working Holidays:**

Because the County operates every day of the year and it is not possible for all employees to be off duty the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 6.1 of this Article. Any employee who works on a holiday shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate. It is understood that eight (8) hours of holiday time earned may be taken as compensatory time off by mutual agreement between the Department and the employee. Such time should be used within forty-five (45) days of being earned.

#### **Section 6.4 Holidays and Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

#### Section 6.5 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

#### Section 6.6 Holiday Pay:

Employees eligible for holiday pay shall be paid eight (8) hours pay, including shift premium, if applicable, at their hourly rate. Part-time employees regularly working twenty (20) or more hours per week shall receive holiday pay, including shift premium, on a pro rata basis.

### Section 6.7 Floating Holiday:

- (a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1<sup>st</sup> of each year, which must be used by the employee between December 1<sup>st</sup> and November 30<sup>th</sup>. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30<sup>th</sup>), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1<sup>st</sup> and the Employer failed to grant one (1) of the three (3) days requested.
- (b) If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable,

at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

# ARTICLE VII Vacations

#### **Section 7.1 Eligibility**:

A. Vacation credit for employees other than those in the Cook County Department of Public Health and Medical Examiner's office shall be earned each twenty-eight (28) day period (i.e. accounting period) that an employee is in an active pay status for at least eight (80) straight-time hours. The amount of annual paid vacation will be according to the following schedule:

<u>Service</u>		<u>Vacation</u>
1 year	•	3 weeks
5 years		4 weeks
10 years	:	5 weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks' vacation with pay to which they are entitled after one (1) year.

During the employee's first four (4) years of service, vacation credit will accrue at the rate of one and one quarter (1½) days per month (1.16 days per accounting period); during the next five (5) years at the rate of one and two thirds (1 2/3) days per month (1.54 days per accounting period); and thereafter at the rate of two and one half (2½) days per month (1.93 days per accounting period). In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

B. For Cook County Department of Public Health employees, eligibility and accrual shall be as follows:

<u>Service</u>			Vacation
1 year	-		3 weeks
5 years			4 weeks
10 years		•	5 weeks

Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

During the employee's first four (4) years of service, vacation credit will accrue at the rate of 0.5770 days per pay period; during the next five (5) years at the rate of 0.7693 days per pay period and thereafter at the rate of 0.9616 days per pay period. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

C. For employees in the Office of the Medical Examiner, eligibility and accrual shall be as follows:

<u>Service</u>		1	•	<u>Vacation</u>
1 year				2 weeks
7 years	.•		4	3 weeks
15 years	- C			4 weeks

Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

During the employees first six (6) years of service, vacation credit will accrue at the rate of 0.3847 days per pay period; during the next eight (8) years at the rate of 0.5770 days per pay period and thereafter at the rate of 0.7693 days per pay period. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

D. Vacation credit shall be earned each month that an LPN is paid for at least eighty (80) hours. The rate of accrual shall be as follows:

<u>Title</u>	Years of Service	Annual Vacation	Rate of Accrual
LPNs I & II	1	3 weeks	1-2/13 days per 28 day period
•	2	4 weeks	1-7/13 days per 28 day period
	5	5 weeks	1-12/13 days per 28 day period

#### Section 7.2 Eligibility, Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his/her most recent date of hire. An employee must take the vacation to which entitled as of his/her most recent anniversary date during the next twenty-four (24) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take accrued time off as it is earned.

#### Section 7.3 Vacation Pay:

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least four (4) months prior to the time the vacation is taken. Employees so assigned to evening shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

#### Section 7.4 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees, and seniority will control in conflicts between employees covered by this Agreement at the time of scheduling vacation periods; except that an employee may not exercise seniority preference for vacation choice more than once in a calendar year unless other employees involved have also previously used such preference.

On February 1<sup>st</sup> and August 1<sup>st</sup> of each year, each department will post a schedule on each unit or area showing the number of employees who will be permitted to be on vacation at any one time on the unit or area during the six (6) months beginning respectively on April 1<sup>st</sup> and October 1<sup>st</sup>. By March 1<sup>st</sup> and September 1<sup>st</sup> respectively, employees will indicate their first, second and third choices. The department will schedule vacations based on seniority preference and notify employees in writing of their approved vacation time no later than ten (10) calendar days prior to April 1<sup>st</sup> and October 1<sup>st</sup> respectively. When two (2) weeks' notice is given, vacation periods may be exchanged or changed by employees when time is available on the posted schedule.

Written requests will be approved or denied in writing on a first come basis consistent with numbers of employees who will be permitted to be on vacation at one time; approval or denial will be submitted as soon as possible after the request is made, but in no case will the approval or denial be delayed for more than fifteen (15) days after the request is made. Emergency requests will be granted whenever possible. Employees who begin work on a unit or area after March 1<sup>st</sup> or September 1<sup>st</sup> will be considered for that six (6) month period to have the least seniority for vacations in the new department or unit.

### Section 7.5 Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation, holiday and overtime pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

#### Section 7.6 Prior Service Credit:

Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education, or other County Agency, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

# ARTICLE VIII Welfare Benefits

### Section 8.1 Hospitalization Insurance: Employee Contributions:

A. The County agrees to maintain the level of employee and dependent health benefits in accordance with Appendix C as amended below:

Item	Effective 6/1/18
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$15/\$30/\$50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary increase (.50 percent increase on 12/1/15 and .50 percent increase on 12/1/16)

B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset

against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with AFSCME Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- C. The Employer will provide a mail order prescription Program as set forth in Appendix C.
- D. Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.
- E. Children shall be eligible for health insurance benefits in accordance with applicable federal and state law.
- F. Section Generic Step Therapy and Mandatory Maintenance
  - 1. Generic Step Therapy Program:

Generic Step Therapy Program will be included in the County's prescription drug program. Where therapeutically appropriate, Generic Step Therapy will require employees to use up to two therapeutic generic alternatives in certain drug classes before the brand will be covered. Generic Step Therapy will apply only to a new prescription fill of targeted brand. Upon introduction of any new drug or drug class to the established step therapy program, the program requirements will only apply to new prescription fills as well. Employees whose physicians supply medical evidence explaining why a generic alternative is not appropriate, which after review is approved by the Pharmacy Benefit Manager (PBM), shall be exempt from the generic step therapy requirement.

Prior to implementation and upon request, a three month courtesy grace period can be provided to individual members for existing prescriptions.

2. Mandatory Maintenance Choice:

After two 30-day fills of a maintenance medication obtained at a retail pharmacy, maintenance medication must be refilled in a 90-day supply through mail—order or specified retail pharmacies. Maintenance medical is a prescription drug taken continuously to manage chronic or long-term conditions as determined by the plan. The maintenance medication list is maintained by the Pharmacy Benefits Manager (PBM).

## Section 8.2 Sick Pay:

Employees except those in the Office of the Medical Examiner and the Cook County Department of Public Health, shall accumulate sick pay credits at the rate of 0.93 days per accounting period, in other words every other pay period. Sick pay credit shall be earned each twenty-eight (28) day period that an employee is in active pay status for at least eighty (80) hours. Employees in the Office of the Medical Examiner and the Cook County Department of Public Health shall be

granted sick leave with pay at the rate of 0.4616 days per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period.

Employees may accumulate and carry over to the next fiscal year a maximum of one hundred seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees, shall not be disciplined for the bona fide use of sick time.

### Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof for no more than five (5) consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no-pay status at that date. If an employee receives accrued salary beyond the thirty-first (31st) day then disability payment will not begin until the first (1st) day the employee is in no-pay status after the thirty (30) days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Effective FY19, County will offer a short-term disability product.

#### **Section 8.4 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

#### Section 8.5 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

#### **Section 8.6 Dental Plan:**

All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix C. No dental coverage shall be offered through the County's HMO plans.

#### Section 8.7 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan in accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

#### **Section 8.8 Hospitalization - New Hires:**

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

#### Section 8.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

### Section 8.10 Insurance Coverage:

Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

#### Section 8.11 Personal Support Program (PSP):

In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program. Effective approval of this agreement by the Cook County Board of Commissioners, the Employer agrees to pay thirty-four dollars (\$34.00) per year, per AFSCME bargaining unit

member to the AFSCME Benefit Plan and Trust to fund the PSP. Effective December 1, 2011, the Employer agrees to pay thirty-five dollars (\$35.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

The Union and Cook County share a mutual interest in improving bargaining unit members' knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the PSP.

When making a supervisory referral to an employee assistance program, supervisors shall inform employees that AFSCME's PSP is an option.

# ARTICLE IX Additional Benefits

#### **Section 9.1 Bereavement Pay:**

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

#### Section 9.2 Jury Make-Up Pay:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

#### **Section 9.3 Election Day:**

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

#### **Section 9.4 Education and Seminars:**

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Chief Administrative Officer of the County.

Such requests shall be paid out of available funds if the course(s) is/are related to the work the employee currently performs or to career advancement in the County.

The Employer shall pay for all reasonable costs related to attendance at courses or conferences where an employee is required to attend at the request of the Employer.

#### Section 9.5 School Conference and Activity Leave:

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 et seq.

#### **Section 9.6 Printing of Contracts:**

The Union will have this agreement printed in booklet form. Employees shall receive a copy of the printed agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the Employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for cost of printing.

### ARTICLE X Leaves of Absence

#### Section 10.1 Regular Leave:

An employee may be granted a leave of absence without pay by the Department Head. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, and all absences without leave shall be deducted in computing total continuous service and will effect a change in anniversary date.

#### Section 10.2 Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves or any extensions thereof shall be handled in the manner specified in Section 10.1 of this Article, and shall not be denied for periods of bona fide disability.

#### Section 10.3 Parental Leave:

All full-time Employees shall be eligible for paid time off as a result of the birth or adoption of a child ("Parental Leave") under the following conditions. To be eligible for Parental Leave, an employee must apply for and be determined to be eligible for FMLA (Family and Medical Leave Act) leave. If an employee has FMLA coverage at the time he or she requests Parental Leave, and has utilized some or all of the allotted 480 hours of FMLA coverage, the employee will nevertheless be entitled to Parental Leave pursuant to all other provisions of this section and provided that the employee submits an FMLA certification form to support the request for Parental Leave.

Eligible employees are entitled to receive the following Parental Leave:

- Up to four (4) weeks of Parental Leave to a birth mother to recover from a non-surgical delivery; or
- Up to six (6) weeks of Parental Leave to a birth mother to recover from a surgical delivery; or
- Up to two (2) weeks of Parental Leave for the birth of a child or children to a spouse or domestic partner or civil union partner; or
- Up to two (2) weeks of Parental Leave for the adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner.

Parental Leave shall be administered in conjunction with the Family & Medical Leave Act and may be combined with other accrued paid time off such as vacation, personal, and or sick time to achieve the maximum amount of paid time off while taking FMLA leave. However, employees cannot use Parental Leave prior to the date of birth/adoption and must use Parental Leave in a continuous block of time beginning on the day of birth or adoption. An employee who qualifies for Parental Leave may be entitled to additional time off pursuant to the FMLA. Health

insurance benefits for an employee receiving Parental Leave shall be maintained and administered under the same conditions as for an employee covered by FMLA.

Parental Leave shall be considered an alternative to Maternity or Paternity Leave under Section 10.4, and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

#### Section 10.4 Maternity/Paternity Leave and Family Responsibility Leave:

Employees, except those who have applied for and been granted paid Parental Leave, shall be granted maternity or paternity leaves of absence to cover periods of pregnancy, post-partum child care and adoption with regard to an employee or an employee's domestic partner or civil union partner. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

#### Family Responsibility Leave:

In addition to Maternity/Paternity Leave and/or Parental Leave, , an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household shall, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work week's unpaid leave for Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

#### Section 10.5 Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 10.1 or 10.2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

#### Section 10.6 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence except for maternity or paternity leave, will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the County may cancel insurance benefits, which will be reinstated

upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

#### **Section 10.7 Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Upon application within such year, such leave may he extended by mutual agreement of the Union and the County. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.4 of this Article.

Elected delegates will be permitted to attend a National and/or State AFSCME convention once every year without loss in pay for the time spent in route to and from, and attending the convention, up to two (2) days for national and/or state conventions.

Convention delegates as per the following per local:

Less than 100 - 1

Less than 200 - 2

Less than 300 - 3

Less than 400 - 4

One per additional thousand or fraction thereof.

#### **Section 10.8 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution. An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

#### **Section 10.9 Educational Leave:**

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

#### Section 10.10 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

#### Section 10.11 Veterans' Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

- 1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
- 2. They must register with the credentials committee at the convention headquarters.
- 3. Their name must appear on the official delegate or alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
- 4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
- 5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

#### Section 10.12 Professional Conventions, Meetings or Workshops for LPNs:

Whenever the County elects to send LPNs as representatives of the Union or the County to professional meetings, workshops or conventions, special time off without loss of pay will be granted, and the County will pay the LPNs expenses in accordance with its rules and regulations governing such expenses for all employees. Subject to approval of County, LPNs will be allowed time off each year, without loss of salary, for attendance at professional conventions and meetings of allied health and educational groups. Other special time off, with or without loss of pay, may be granted to any LPN to attend appropriate meetings, workshops or conventions at the discretion of the County, which will determine if any of the expenses of the meeting will be paid by the County. It is the County's policy to encourage professional employees to enhance their professional competence through attendance at professional meetings, conventions and workshops, and funds are budgeted to allow employees to attend such meetings without loss of pay. Either the County or the Association may post notices on bulletin boards about such meetings and LPNs should request leave thereof as far in advance as possible. Such requests shall be in writing, and the County shall respond in writing within ten (10) calendar days thereafter as to time off. When more LPNs make such requests than the County is willing to approve, LPNs will be selected to attend such meetings, conventions and workshops on the basis of 1) the interest of the LPN and potential value to the County, 2) the functional role of the LPN in the meeting, and 3) the concept of equal opportunity for self-improvement. The County may disapprove requests because it concludes that 1) a particular meetings lacks significant value, 2) LPNs have used a disproportionate share of funds budgeted for this purpose, 3) it is impracticable to arrange for the LPN to be absent from his/her regular assignment, or 4) the nature of the program only merits a limited attendance.

Each LPN shall be entitled to attend at least two (2) one-day educational sessions, or one (1) educational session in excess of one (1) day in each calendar year under the terms of this Section, with necessary expenses reimbursed by the County, in accordance with County Travel Expense Regulations. Such attendance must be approved by the Department Head and the County.

It is understood that LPNs who are approved to attend the annual national convention and/or the annual State convention will be given convention time for the length of the convention, normally five (5) days.

#### Section 10.13 Educational Accommodation for LPNs:

Depending upon the needs of the Hospital and the individual circumstances, the Hospital will accommodate an LPN who is presently attending school, working on nursing degree or health care related academic degree. Such accommodations will be subject to re-evaluation at the completion of each course or courses. LPNs with 3 years of service may be granted an unpaid leave not to exceed one (1) year to complete a nursing degree or a health care related academic degree. Such leave must be approved by the department head with the written approval of the Comptroller of Cook County. Such leave will be granted where staffing and operational needs allow. Employees who drop out prior to the expiration of the leave shall be required to notify the County of this fact, at which the time County, in its discretion, shall have the right to terminate the educational leave.

## ARTICLE XI Grievance Procedure

#### Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

#### Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at steps three (3) and four (4) to the County's Director of Human Resources or his/her designee.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall

continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

#### Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through steps one (1) to three (3) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step three (3) by a Union representative.

#### Section 11.4 Grievance Procedure Steps:

The steps and time limits as provided in the County's Grievance Procedure are as follows:

Step	To Whom <u>Limit This Step</u>	Time Limits <u>Submitted</u>	Meeting	Response
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director/ Designee	5 days	10 days
3	10 days	Chief, Human Resources/ Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

#### Section 11.5 Time Limits:

Initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at step four (4). Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

#### Section 11.6 Stewards:

The Union will advise the County in writing of the names of the stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances in the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed two (2) days with pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2)

work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

#### Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Hospital's Director/Designee or County Department Head (Local 1276) in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/Designee or County Department Head (Local 1276) to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital and medical office rules applicable to non-employees.

#### Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step three (3) answer, it may within thirty (30) days after receipt of the Step three (3) answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the Employer shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

#### Section 11.9 Grievance Meetings:

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings except by mutual agreement. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the case of Cook County, the Committee shall not contain more than eight (8) appointees from each party and in the case of the other employers, no more than five (5) appointees from each party.

The Employer and Union representatives to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

#### Section 11.10 Advance Step Filing:

Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

#### Section 11.11 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one day;

e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to twelve (12).

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

# ARTICLE XII Discipline

#### Section 12.1 General:

It is expressly understood and agreed that the County has the sole right to establish, implement, and modify reasonable Rules and Regulations governing employee conduct.

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the County is aware of the conduct or event giving rise to the discipline and after the County has had a reasonable period of time to investigate the matter.

#### Section 12.2 Manner of Discipline:

If the County has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public. The employer shall, in circumstances of a non-emergency nature, make reasonable effort to notify a union representative prior to removing the employee from the work site.

#### Section 12.3 Form of Discipline:

The County and Union agree with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps and should be timely, progressive and accompanied by counseling:

Verbal reprimand Written reprimand Suspension Discharge

In determining what disciplinary action is appropriate, the County will consider factors such as the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or discharge.

Oral reprimands will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

Suspensions shall be capped at 30 days.

#### Section 12.4 Training:

The County will train supervisors in the administration of its Disciplinary Action Policy and Procedure.

#### Section 12.5 Representation:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure.

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting.

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request. The Employer shall notify the Union as well as the employee of such meeting and the reason for the meeting.

### Section 12.6 Representation at Security Investigations:

Employees detained by John H. Stroger, Jr. Hospital of Cook County Security, Provident Hospital Security or Oak Forest Hospital Security shall be entitled to Union representation. Before interviewing an employee, Security shall notify the Union to be present at the interview.

#### Section 12.7 Pre-disciplinary Meeting:

There shall be a pre-disciplinary meeting for suspensions and discharges. The Employer shall notify the union and the employee of a pre-disciplinary meeting and the reason for same and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting the employee and/or the union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting.

# ARTICLE XIII Continuity of Operation

#### Section 13.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line at the Hospital, or other curtailment, restriction or interference with any of the County's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

#### Section 13.2 Union Responsibility:

Should any activity prescribed in Section 13.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

#### Section 13.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed.

#### Section 13.4 No Lock-Out:

The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

#### Section 13.5 Reservation of Rights:

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedures provided in this Agreement be first exhausted.

## ARTICLE XIV Miscellaneous

#### **Section 14.1 No Discrimination:**

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

It is the policy of the County of Cook that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Applicants are to be recruited, selected, and hired without discrimination because of race, color, religion, national origin, political belief, sex, age, disability, or marital status.

#### Section 14.2 Safety:

- A. General: The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolutions, the issue shall be immediately referred to the appropriate committee as set forth in sub-section B of this Section.
- B. <u>Health and Safety Committee</u>: The Employer and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

Within a reasonable period of time after the effective date of this agreement, the parties agree to meet to establish the composition and operation of the committee(s).

C. <u>Video Display Terminals</u>: The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals ("VDTs") and their effect on the health and safety of the operators.

The Employer agrees that employees who operate VDT's will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such adjustment or change can reasonably be made and is consistent with the County's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

- D. <u>Communicable Diseases</u>: The Employer and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the Employer agrees as follows:
  - 1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.
  - 2. To make professional medical counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or TB screening test vaccine at no cost to the employee.

Specific concerns relating to the health and safety of employees may be referred to the applicable Health and Safety Committee or subcommittee.

Said committee(s) shall share necessary and relevant non-privileged information and shall develop a comprehensive policy/policies to be applied to specific work places. The County shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

#### **Section 14.3 Doctor's Statement:**

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the Facility's or County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Facility has sufficient reason to suspect that the individual did not have valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

Where the County's or Facility's physician has a question about the employee's ability to return to work that necessitates receipt of further information from the employee's physician or referral to a third physician for evaluation of the employee's fitness to return, the County and employee must act as expeditiously as practicable so as to avoid unnecessary delay in the employee's return to work. If the employee complies with the County's requests regarding release of information from his or her treating physician or referral to a third physician, the County agrees that upon receipt of the information from the treating physician or report from the third physician, it will promptly determine whether or not an employee is fit to return to duty and that such decision will generally be made within fourteen (14) days of receipt of the information.

#### **Section 14.4 Voluntary Workers:**

Voluntary organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. Also, the Hospital engages in education and research which involve persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The Hospital shall continue to have the right to avail itself of any and all such voluntary services, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers.

#### **Section 14.5 Bulletin Boards:**

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital property other than herein provided.

#### **Section 14.6 Meeting Rooms:**

The County agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the County.

#### Section 14.7 Employee Development and Training:

The Employer and the Union recognize that changes in operations resulting from technological innovations may occur during the course of this contract. If such changes occur, the Employer shall give primary consideration to the Employer's operations. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

#### **Section 14.8 Partial Invalidity:**

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable, as a matter of law, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

#### **Section 14.9 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy.

In the event a Department intends, as part of the annual budget submission process, to propose the subcontracting of bargaining unit work, the Employer will notify the Union, in writing, of its intent to do so. Such notice shall be given no later than the commencement of the budget submission process.

In the event of a bona fide emergency that requires the temporary subcontracting of bargaining unit work, the Employer will provide the Union with as much notice as possible under the circumstances.

In all other instances, the Employer will notify the Union, in writing, at least five (5) months prior to the commencement of subcontracting of bargaining unit work.

The Employer agrees that, at least thirty (30) days prior to the issuance of public notice for bids to subcontract any work performed by bargaining unit employees, it shall meet with the Union, upon request, for the purpose of discussing the reason(s) for subcontracting and proposing alternatives to the contemplated subcontracting. The Employer shall provide the Union, upon request, reasonably available and substantially pertinent information, including a cost comparison of the expenses the Employer projects it will incur over the term of the contract if the Employer continued to perform such services using bargaining unit employees compared to the expenses the Employer projects if a third party performed such services. Where the subcontracting is for reasons of efficiency, the Employer shall provide the Union, upon request, with information supporting the contention that the subcontracting is more efficient. The provision of information to the Union, or scheduling of meeting(s) at the request of the Union, pursuant to this paragraph shall not unreasonably delay the subcontracting process.

If the Employer subsequently decides to accept a bid, it shall notify the Union, in writing, at least thirty (30) days prior to entering into a contract, except in an emergency.

The timelines provided for in the two preceding paragraphs are concurrent and not cumulative. For example, if the Union was provided five (5) months' notice on April 1, and the Employer acts in accordance with the other provisions of this Section, and work pursuant to the contract commences September 1, the timelines have been satisfied.

In the event the subcontracting goes forward, the Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

#### Section 14.10 Upward Mobility Program:

A. Goals and Priorities. It is the goal of the parties to enhance the ability of employees to qualify for positions targeted in the Upward Mobility Program. The Employer and AFSCME are committed to improving career advancement opportunities for employees. It is the goal of the Employer to provide employees with training and promotional opportunities for the establishment of the Upward Mobility Program.

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services. Targeted job classifications may be within any existing AFSCME bargaining unit or may be classifications which represent a bridge to career advancement outside any AFSCME bargaining unit for AFSCME.

B. Needs Assessment. The Advisory Committee shall undertake a needs assessment, based upon the goals enumerated in sub-section A, and shall make a recommendation to the parties not later than June 1<sup>st</sup> of each year of this agreement. Such requests shall include a needs request for the fiscal year commencing December 1<sup>st</sup> of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiatives, as outlined in Section 14.1 of this Article, and are designed to supplement existing employer training and development programs.

#### Section 14.11 Job Opportunities/Posting - Local 1276:

The County agrees to work with a committee representing Local 1276 to develop a system of posting which would provide notice of job opportunities among the four bargaining units represented by Local 1276.

In addition, the parties would work on developing a system of preferential treatment for members of the Local, where practical.

#### Section 14.12 Day Care:

A Day Care Committee composed of a mutually agreed-upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer. In addition, this Committee will study the establishment of a segregated IRS Account to be used for child care expenses.

#### Section 14.13 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

#### Section 14.14 Call-Back Pay:

Telephone Operators called back to work by the Hospital shall be paid a minimum of two (2) hours pay.

#### Section 14.15 Auto Insurance:

The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

#### Section 14.16 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this section shall require the County to take any action which would violate the ADA or any other applicable statute.

#### **Section 14.17 Bilingual Pay:**

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

#### Section 14.18 Direct Deposit:

The County will continue the direct deposit program to the financial institution(s) of the employee's choice. The receiving financial institutions must be capable of receiving direct deposit.

#### **Section 14.19 Contract Implementation:**

This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of union ratification.

#### **Section 14.20 Educational Fund:**

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME Council 31 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000) for all AFSCME Council 31 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

The parties shall meet upon reasonable notice regarding this educational benefit.

#### **Section 14.21 Personnel Records:**

The Employer shall maintain personnel records in accordance with the Personnel Records Review Act, 820 ILCS 40/1 et seq..

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained shall not be used against an employee in any further proceedings. Information not related to an employee's discharge or other disciplinary action shall not be placed in an employee's personnel file or in a supervisor's working file. The Employer shall not knowingly place in the employee's personnel file information which is false.

#### Section 14.22 Mass Transit Benefit Program:

As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

#### **Section 14.23 Personnel Rule Changes:**

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

#### Section 14.24 Patient Care (LPN):

The County recognizes that, in the interest of the general public and more particularly the patients admitted to the health facilities for care, minimum standards must be established and maintained with regard to such matters as cleanliness, maintenance, and administrative services which are over and above nursing services, and are the responsibility of the County to provide. In recognition of the goal shared by the County and the Union to improve the care of patients, and the desire of the LPN to contribute toward that goal through consultation and constructive suggestions, a Nursing Care Review Committee with five (5) Union representatives of the LPNs covered by the Agreement will meet at a regular time each month with the Directors of Nursing from each health facility and/or their qualified designees. From time to time the County may combine meetings of the Committee with similar meetings of other employees. When this Committee presents proof of the existence of conditions so bad as to be a threat to the health of patients, the County will arrange a meeting as quickly as possible with the facility's administration in order to obtain corrective action. If corrective action is not undertaken within thirty (30) calendar days, a request may be submitted for an emergency investigation by the County. The Nursing Care Review Committee will have as its purpose the improvement of patient care and the implementation of professional standards accepted by the professional (including peer review) and will emphasize the common interests shared by LPNs at both staff and administrative levels in nursing. Subjects for discussion will be submitted in advance. A sincere effort will be made to resolve problems relating to nursing service. On request of the Committee, a consultant from the Illinois Practical Nurses Association may participate to assist the Committee on professional matters. The Committee will make other rules for its own proceedings, including provision for emergency meetings. It also is understood and affirmed that professional LPNs have responsibilities to patients that may transcend some aspects of the usual employment relationship. LPNs will not be expected to ignore these responsibilities or the code of ethics of their profession. At John H. Stroger, Jr., Hospital, the Union may appoint a member of the Staffing Committee; and at Oak Forest Hospital, Provident Hospital, ACHN, CCDPH and Cermak Health Services the Union representatives on the Nursing Care Review Committee will be permitted to participate in the staffing discussions.

#### Section 14.25 Tuition Reimbursement for LPNs:

The County will reimburse LPNs for one hundred percent (100%) of the cost of tuition and mandatory fees for up to three (3) approved educational courses per session. Upon application by the LPN in advance, the facility will promptly approve courses leading to a nursing or nursing-related degree, a health care related degree or certification that relates to the LPNs work for the County.

Mandatory fees may include application fees, service fees, registration fees and the cost of required textbooks and materials. Payment will be made when evidence of satisfactory completion of the course(s) is submitted to the facility.

#### Section 14.26 Parking and Protection for LPNs:

The County will endeavor to provide adequate parking and security services for the protection of LPNs and their property. In so doing, the County will permit LPNs who work during the evening and night shift, at John H. Stroger, Jr., Hospital, to use the Stroger Garage to the extent that space is available given the total number of employees and spaces. A security officer will be on duty at the end of the evening shift and the beginning of the night shift at John H. Stroger, Jr., Hospital, Provident, JTDC and Cermak. The Union will be given notification at least two (2) months in advance of the County's intent to close any lot. All Cook County LPNs will be provided with security escorts to their cars upon request during hours of darkness at John H. Stroger, Jr., Hospital and Provident. At John H. Stroger, Jr., Hospital, the County will make available payroll deduction for parking fees. Cook County will endeavor to provide a shuttle service, to and from the parking lots at the Cook County Jail, for LPNs who work at Cermak Health Services.

When LPNs have problems or complaints about assignment of parking space, the Union may take up the matter with the Parking Coordinator. The County recognizes that parking and employee security are serious issues and present difficult problems. The County and the Union agree to establish a committee for each health facility to discuss and study specific problems in these areas. The committee shall consist of two employees from the represented unit and two (2) management representatives. The committee shall convene quarterly at the request of the Union or more frequently if mutually agreed upon. The County recognizes that parking is a problem at the Hospital.

The County will examine the situation and attempt to remedy the problem. At all County health facilities a committee with two (2) LPNs and two (2) management representatives will be established to discuss and study specific problems.

#### Section 14.27 Residence Rooms and Lounges for LPNs:

LPNs who remain at the health facility beyond their regular hours so as to prevent their having sufficient time to go home, or in cases where inclement weather results in hazardous conditions, and who are expected to return to work for their next shift, may use available sleeping

accommodations at the health facilities without charge. The health facility either will permit LPNs to use available lounge facilities or endeavor to provide other lounge areas for its LPNs.

#### **Section 14.28 Non-Nursing Duties for LPNs:**

It is the County's policy and intention to assign LPNs to professional nursing duties and not to routine cleaning and clerical duties that can more appropriately be performed by other employees. Example include routinely performing the following duties: cleaning of doctors' rooms and lounges, laboratories, conference rooms, sinks, utility rooms, terminal units, toilets, bathrooms or storage areas and moving beds.

#### Section 14.29 Information Provided to the Union

At least quarterly, the Employer on behalf of all employees covered by this agreement, shall notify AFSCME Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, reclassifications, check off revocations, layoffs, reemployments, transfers, leaves, returns from leave, suspensions, discharges, terminations, resignations, retirements, and Social Security numbers. Such information shall be provided by electronic transmission where possible, subject to any applicable protocol.

The Employer will provide the local union with information regarding new hires within the bargaining unit(s) within two (2) weeks of the effective date of hire. Such information shall normally include name, job title, department, work location and shift, if applicable.

Each quarterly, the Employer shall furnish the Union with a seniority roster which shall include the employee's classification, department, seniority date, home address, and social security number.

Information provided to the Union shall be provided by electronic transmission where possible, subject to any applicable protocol. Information currently available to the Union shall continue to be provided to the Union by the Employer, provided such information is reasonably available.

#### Section 14.30 Privacy:

Except where required by law, the Employer shall not disclose to any non-governmental third party the home address, personal email, or telephone number of any bargaining unit employees. Disclosures required to process benefits or to third parties who provide services to the County or its employees shall be exempt from this provision.

#### Section 14.31 Recording/GPS/AVL Devices:

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment.

The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline. If evidence of alleged employee misconduct obtained through the use of video, GPS or AVL equipment is used by the Employer to support employee discipline, the Union will be allowed the opportunity to view said evidence prior to the imposition of discipline, except in an emergency, and be afforded an appropriate time for rebuttal. Except where precluded by applicable confidentiality limitations, the Union customarily will be provided with a copy of the evidence.

The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment.

The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

#### ARTICLE XV Duration

#### Section 15.1 Term:

This Agreement shall become effective on December 1, 2017, and shall remain in effect through November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) calendar day's written notice of cancellation thereafter.

#### Section 15.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 500, with a copy to the County's Chief of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 205 N. Michigan Avenue, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and	entered into this	day of	, 2018.
•• . •	of cook: John G	Recumo	hand to
Ву;	TONI PRECK WINKLE, Pre Cook County Board of Com	sident	
Atte		On	
	DAVID D. ORR Cook County Clerk		
UNION:	American Federation of State Council 31 for and on behalf	County and Municipal Emp of Locals 1111, 1178 and 12	oloyees (AFSCME 76:
•			
4 4 ×			

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

NOV 1 4 2018

#### APPENDIX A

#### County of Cook and American Federation of State, County and Municipal Employees, Council 31

### Health Facilities Locals 1111, 1178, 1276

## JOHN H. STROGER, JR. HOSPITAL and PROVIDENT HOSPITAL/ACHN (Local 1111)

Job Code	Grade	Job Classification
0141	11	Accountant I
0142	13	Accountant II
0143	15	Accountant III
0144	17	Accountant IV (Provident Hospital Only)
0147	18	Accounts Payable Supervisor
1626	12	Activities Worker II (Provident Hospital Only)
1627	14	Activities Worker II (Provident Hospital Only)
0046	12	Administrative Assistant I
0047	14	Administrative Assistant II
		Assistant Director of Occupational Therapy (Stroger Hospita
0171	11	Bookkeeper I
0172	11	Bookkeeper II
0173	11	Bookkeeper III
1	•	Building Custodian I (Stroger Hospital)
2420	12	Building Service Supervisors
0251	18	Business Manager I
0253	22	Business Manager III (Provident Only)
0919	13	Business Office Supervisor
	18	Cancer Tumor Registrar
1518	16	Caseworker (MANG Unit) (Provident Hospital Only)
1512	14	Caseworker II (Provident Hospital Only)
1513	16	Caseworker III (Provident Hospital Only)
0227	10	Cashier II
0228	12	Cashier III
0910	11	Clerk
0904	11	Clerk II
0905	11	Clerk III
0906	11	Clerk IV
0939	11	Clerk Typist
0941	11	Clerk Typist Senior
0907	11 .	Clerk V
0182	11	Collector
4640	11	Collector II
1101	12	Computer Operator I
1102	14	Computer Operator II
1103	16	Computer Operator III
	<b></b>	Company Operant III

	· ·	
2067	17	Correctional Medical Technician V
0916	13	Credit Counselor
0953	11	Data Entry Operator I
0954	11	Data Entry Operator II
0955	11	Data Entry Operator III
1122	14	Data Entry Manager
2135	13	Diet Technician (Stroger Hospital Only)
	13	Dietary Technician (Fantus Clinic)
2438	11	Elevator Operator Supervisor
1509	18	Employee Assistance Counselor "EAP" (Provident Only)
2176	11	Food Service Supervisor (Stroger Hospital Only)
2096	11	Health Advocate (Provident Hospital Only)
4003	11	
4003	11	Health Systems Analyst I
		Health Systems Analyst II
		Health Systems Analyst III
		Health Systems Analyst IV
		Health Systems Analyst V
0853	14	Interpreter
1220	14	Inventory Control Technician (Provident Only)
2155	11	Laundry Manager I
	PN1	Licensed Practical Nurse I
•	PN2	Licensed Practical Nurse II
	PN3	Licensed Practical Nurse III
0956	14	Manager Analyst I
0281	16	Manager Analyst II
0282	18	Manager Analyst III
0283	20	Manager Analyst IV
1711	22	Manager Analyst V
2008	13	Medical Records Supervisor I
2009	15	Medical Records Supervisor II
1020	11	Medical Records Technician
2073	13	Medical Records Technician, Jr.
2011	14	Medical Records Technician, Sr.
0951	16	Medical Records Technician III
1693	11	Medical Transcriber
1095	\11	
		Morgue Supervisor (Stroger Hospital)
0.420	11	Occupational Therapy Supervisor (Stroger Hospital)
2430	11	Parking Lot Attendant
	21	Patient Access Supervisor
0923	11	Patient Account Representative
	13	Patient Navigator I
	15	Patient Navigator II
1050	14	Patient Service Coordinator
2048	11	Physical Therapy Scheduler
	16	Picture Archiving and Communication System (PACS)
1135	22	Project Leader-Data Systems

1676	11	Reproduction Technician I
1677	12	Reproduction Technician II
	•	Respiratory Therapist Supervisor (Stroger Hospital)
0911	11	Senior Clerk
1711	22	Site Manager
0271	11	Statistician & Information Technician I
0273	13	Statistician & Information Technician II
0934	11	Stenographer III
0935	11	Stenographer IV
0936	13 <sup>1</sup>	Stenographer V
1233	10	Storekeeper III
1234	12	Storekeeper IV
1235	14	Storekeeper V (Stroger Hospital Only)
	17	Substance Abuse Counselor III (Provident Hospital)
1006	11	Telephone Operator
1001	11	Telephone Operator I
1002	11	Telephone Operator II
1003	11	Telephone Operator III
1995	12	Transportation Supervisor
0940	11	Typist III

# CERMAK HEALTH SERVICES – ONLY (Local 1111) CLERICAL AND RELATED GROUP

0046	12	Administrative Assistant I
0047	14	Administrative Assistant II
0904	11	Clerk II (Sr. Clerk)
0905	11.	Clerk III
0906		Clerk IV
0907	11	Clerk V
0907	13	Stenographer
0936	11	Stenographer IV
1234	12	Stenographer V

### OAK FOREST HOSPITAL and SOUTH SUBURBAN/ACHN (Local 1178)

0050	18	Administrative Assistant (Quality Department)
2420	12	Building Service Supervisor (and/or Environmental Services
,		Supervisor)
2122	14	Chef II
0416	23	Communication Manager
1103	16 ,	Computer Operator III
2116	11	Food Service Supervisor
6801	12	Food Service Worker IV
0244	14	Payroll Supervisor
	•	Printing and Duplicating Supervisor (L-RC-10-015)
		Telephone Operator III Supervisor (L-RC-11-005)
1004	14	Telephone Operator IV

# OAK FOREST HOSPITAL and SOUTH SUBURBAN/ACHN (Local 1178) CLERICAL AND RELATED GROUP

CLER	ICAL AND RELA.	LED GROUP
0141	11	Accountant I
0142	13	Accountant II
0046	12	Administrative Assistant I
0047	14	Administrative Assistant II
0048	16	Administrative Assistant III
0050	18	Administrative Assistant IV
	18	Administrative Assistant V
0172	11	Bookkeeper II
0173	11	Bookkeeper III
0251	18	Business Manager I
0252	20	Business Manager II (except for Position No. 9525328, Leonard K
		Benes, Employee No. 452527 "disputed")
	13	Call Center Representative
0227	11	Cashier II
0228	12	Cashier III
0910	11 .	Clerk
0904	11	Clerk II
0905	11	Clerk III
0906	11	Clerk IV
0939	11	Clerk Typist
0941	11	Clerk Typist Senior
0907	11	Clerk V
	18	Coders (Physician Based)
	18	Coders (System)
0182	11	Collector
1101	12	Computer Operator I
0916	13	Credit Counselor
0954	11	Data Entry Operator II
0955	11	Data Entry Operator III
1137	23	Manager/Systems Developer
2010	11	Medical Records Technician
2073	13	Medical Records Technician, Jr.
2011	14	Medical Records Technician, Sr.
1693	. 13	Medical Transcriptionist
0923	11	Patient Account Representative
2048	11	Physical Therapy Scheduler
1676	11	Reproduction Technician I
1677	12	Reproduction Technician II
٠		Sanitarian V
0911	11	Senior Clerk
0271	11	Statistician & Information Technician I
0273	13	Statistician & Information Technician II
0934	11	Stenographer III
		<u> </u>

0935	11	Stenographer IV
0936	13	Stenographer V
1233	11	Storekeeper III
1234	12	Storekeeper IV
1002	11	Telephone Operator II
1003	. 11	Telephone Operator III
0940	11	Typist III

# OAK FOREST HOSPITAL and SOUTH SUBURBAN/ACHN (Local 1178) ADMINISTRATIVE GROUP

0143	15	Accountant III
0144	17	Accountant IV
		Accountant V
2056	15	Activity Therapist I
2057	17	Activity Therapist II
1512	14	Caseworker II
1513	- 16	Caseworker III
0223	21	Grant Analyst

# OAK FOREST HOSPITAL and SOUTH SUBURBAN/ACHN (1178) PUBLIC SAFETY GROUP

2430 11 Parking Lot Attendant

# OAK FOREST HOSPITAL and SOUTH SUBURBAN/ACHN (1178) PHARMACY GROUP

4723	11	Pharmacy Technician (non-certified)
4688	13	Pharmacy Technician
1950	NS1	Nursing Supervisor (Oak Forest only)

#### PUBLIC HEALTH AND MEDICAL EXAMINER (1276) CLERICAL AND RELATED GROUP

0046	12	Administrative Assistant I
0047	14	Administrative Assistant II
	18	Administrative Assistant IV
00174	14	Bookkeeper IV (Public Health)
00251	18	Business Manager I (Public Health)
0919	13	Business Office Supervisor
0905	11	Clerk III
0906	11	Clerk IV
4080	11	Clerk IV (Public Health)
0907	14	Clerk V
	PN1	Licensed Practical Nurse I
		Medical Records Technician
		Medical Records Technician, Sr.
0936	13	Stenographer V
	14	Storekeeper V

		L – ONLY (Local 1276)
<b>ADMINIS</b>	STRATIVE O	
0143	15	Accountant III
0144	17	Accountant IV
0145	19	Accountant V
1626	12	Activities Worker II
1627	14	Activities Worker III
1518	16	Caseworker (MANG Unit)
1512	14	Caseworker II
1513	16	Caseworker III
e de la companya de La companya de la co	19	Director of Financial Control II
1110	16	Health System Analyst I
1111	18	Health System Analyst II
1112	20	Health System Analyst III
1113	21	Health System Analyst IV
1114	23	Health System Analyst V
/ 1137	23	Manager Systems Developer
PUBLIC	HEALTH - (	ONLY (Local 1276)
HEALTE	I CARE PRO	FESSIONALS AND TECHNICAL GROUP
		Accountant V
1510	15	Caseworker (Ryan White Grant) @ ACHN
4084	15	Caseworker II
1513	16	Caseworker III
		Caseworker IV
1963	14	Dental Assistant
2094	17	Dental Hygienist
1836	K2	Dentist II
2135	13	Diet Technician
2120	14	Epidemiologist I
2114	20	Epidemiologist IV
4110	15	Epidemiologist Sr.
2096	10	Health Advocate
4082	11	Health Advocate (Public Health)
0640	18	Investigator III
2412	11	Janitor II
2011	14	Medical Records Technician
1522	14	Medical Social Worker I
2112	15	Nutritionist I
		D 112 II .1d D.L

Public Health Educator I

Public Health Educator II

Public Health Educator III

Public Health Educator Sr.

0189	21	Public Health Educator V
2033		Sanitarian IV
		Sanitarian V
1905	12	Screening Hearing & Vision Technician
		X-Ray Technician II
A TENTO	T TINZ A RATENTI	ED ONLY (Local 1276)
MEDICA		ER – ONLY (Local 1276)
		FESSIONALS AND TECHNICAL GROUP
1896	12	Autopsy Technician I
4070	15	Autopsy Technician Lead Worker
		Clinical Laboratory Supervisor
1894	13	Intake Attendant
	18	Intake Attendant II
	18	Lab Supervisor
1891	11	Laboratory Assistant I
1841	11	Medical Laboratory Technician II
1842	13	Medical Laboratory Technician III
1857	16	Toxicologist I
1839	16	Toxicologist II
1912	15	X-Ray Technician I
	*	

### Appendix A Licensed Practical Nurses

Job Code	Grade	Title
1965	PN1	Licensed Practical Nurse 1
1966	PN2	Licensed Practical Nurse II
5548	PN3	Licensed Practical Nurse III

# APPENDIX B DIVISION/DEPARTMENT Local 1178

#### Administration

Hospital Director
Education & Training
Quality Management
Risk Management
Human Resource Services
Public Information

### **Medical Staff**

Utilization Management E.R. & Employee Health Acute Care Long-Term Care Clinical Neuroservices Pathology Clinical Labs Radiology Rehabilitation Surgery

#### **Professional & Rehab Services**

Physical Therapy
Comprehensive Rehab Unit
Psychology/Vocational Rehab
Occupational Therapy
Respiratory Therapy
Pastoral Care
Pharmacy
Patient Transportation
Dietary
Social Services
Volunteers
Speech, Language & Hearing
County Store
Therapeutic Recreation

# APPENDIX B DIVISION/DEPARTMENT Local 1178 (cont.)

#### **Finance**

Accounting Admitting Billing/Patient Services Payroll

#### **Information & Support Services**

Information Systems
Purchasing
Health Information & Records
Professional and Patient Libraries

#### Physical Plant

Environmental Services Grounds/Motor Pool Heating and Operating Laundry Materials Management Public Safety Skilled Trades Central Supply

#### **Nursing**

Acute Vent/ICU
Acute Med/Surgery
Sub-Acute
Long-Term Care
Clinical Practice
Barbers & Beauticians
Nurse Epidemiologists

#### **HUB HOSPITAL ACTIVITY**

#### **Ambulatory Services (SSASN)**

The above is subject to change based upon the budget and reorganization.

It is understood that when a department name is found in more than one division the posting will identify the supervisor's name, budget unit number and department number.

### COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C- VERSION II

### PLAN DESIGN CHANGES EFFECTIVE

DECEMBER 1, 2017 AND DECEMBER 1, 2020

### **PAYROLL CONTRIBUTION CHANGES EFFECTIVE 12/1/15**

**Cook County Benefit Overview** 

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
Out of Pocket Maximum	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
Inpatient Facility	\$100 copay per admit	\$100 copay per admit
Preventive	\$0 copay (100% Covered)	\$0 copay (100% Covered)
Other PCP / Urgent Care	\$15 copay	\$15 copay
Specialists	\$20 copay	\$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	\$0 copay	\$0 copay
Accident / illness	\$15 copay	\$15 copay
Emergency Room	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
Deductible and Out of Pocket	Copay and Deductibles do	Copay and Deductibles do
Maximum	accumulate to OOP Max	accumulate to OOP Max
	\$350 / \$700	\$350 / \$700
Annual Deductible	(Single / Family)	(Single / Family)
	2x Out of Network	2x Out of Network
	\$1,600/\$3,200	\$1,600/\$3,200
Out of Pocket Maximum	(Single / Family)	(Single / Family)
	2x Out of Network	2x Out of Network
Inpatient Facility	90% In network / 60% Out of	90% In network / 60% Out of
	network	network
Preventive	\$0 copay (100% Covered)	\$0 copay (100% Covered)

PCP	90% coinsurance after	90% coinsurance after
FCF	\$25 copay / 60% Out of network	\$25 copay / 60% Out of network
Specialists	90% coinsurance after	90% coinsurance after
Specialisis	\$35 copay / 60% Out of network	\$35 copay / 60% Out of network

X-Ray / Diagnostic tests	90% in network	90% in network
(performed in lab or hospital)	60% Out of network	60% Out of network
Accident / Illness	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
Emergency Room – In / Out of Network	\$75 copay	\$75 copay

**Cook County Benefit Overview (Cont.)** 

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
	Generic: \$10 copay	Generic: \$15 copay
Prescription Drugs – Retail	Brand Formulary: \$25 copay	Brand Formulary: \$30 copay
Frescription Drugs - Retait	Brand Non-Formulary: \$40 copay	Brand Non-Formulary: \$50 copay
	Mail Order: 2 x retail	Mail Order: 2 x retail
Generic Step Therapy	PBM's generic step therapy program	PBM's generic step therapy program
Mandatory Maintenance	Mandatory mail-order for	Mandatory mail-order for
Choice	maintenance	maintenance
	drugs	drugs

Vision	Current - Benefits Effective 12/1/2015
Eye Examination	\$0 copay Once per 12 months
Eyeglass Lenses*	\$0 copay standard uncoated plastic Once per 12 months
Frames	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
Contact Lenses*	\$0 copay up to \$100 Once per 12 months

<sup>\*</sup>Either eyeglass lenses OR contact lenses are covered every 12 months

Cook County Benefit Overview (Cont.)
Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee On	ly 2.50%
Employee + Spous	se 3.00%
Employee + Child(rea	n) 2.75%
Employee + Fami	ly 3.25%

Dental		Current Effective 12/1/2016
	HMO	\$0
	PPO	\$0

Vision	:	Current Effective 12/1/2016
	 Vision Plan	\$0

## VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

#### Eve Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

#### Eveglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

#### Frames \*\*: \$6

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

#### Contact Lenses \*\*: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

\*\* The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

#### LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$8
Glass (Only for non-minors)	\$15
Photo chromatic	\$30
Anti-Reflective Coating	\$35

# DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one for year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under

age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of

approximately 75%.

MAJOR SERVIÇES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately

60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

# **DENTAL PPO BENEFITS – APPENDIX C**

	In-Network	Out-Of-Network *					
Benefit Period Maximum	\$1,500 per person; per year						
	\$25/Individual; \$100 Family	\$50/Individual; \$200 Family					
Deductible	(4 individual maximum, does not	(4 individual maximum, does not					
	apply to preventive and	apply to preventive and orthodontic					
	orthodontic services)	services)					
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *					
Primary Services (x-rays, space	80 % of Maximum Allowance	60% of Maximum Allowance *					
maintainers)							
Restorative Services:							
Routine Fillings	80 % of Maximum Allowance	60% of Maximum Allowance *					
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *					
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *					
Emergency Services	80 % of Maximum Allowance	80 % of Maximum Allowance *					
(Palliative Emergency Treatment)							
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *					
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *					
Oral Surgery							
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *					
Removal of Impacted Teeth	80 % of Maximum Allowance	60 % of Maximum Allowance *					
(soft tissue and partial bony)		-					
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *					
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum*					
Lifetime Maximum	\$1250	\$1250					

<sup>\*</sup> Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network provides do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

## Side Letter Retiree Health Benefits

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### <u>Side Letter</u> <u>Temporary Disability Benefits</u>

The parties agree to draft a mutually acceptable letter to the County Employees' and Officers' Annuity and Benefit Fund of Cook County with regard to the temporary disability issue raised in AFSCME Economic Proposal Number 11 concerning temporary disability benefits.

#### Side Letter Welfare to Work Program

- 1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk III's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk III's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.
- 2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to Welfare recipients and participants in welfare to work initiative. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
- 3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
- 4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

The above is to be placed in a side letter between AFSCME Council 31 and the employer.

### Side Letter Grievance Procedure and Arbitration

The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and AFSCME Council 31 agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for

### <u>Side Letter</u> <u>Personal Support Program</u>

The parties share a mutual interest in improving bargaining unit members' knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the Personal Support Program.

# Side Letter Bargaining Unit Work

#### The Parties agree that:

- 1. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Article I, Section 1.2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and
- 2. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Article I, Section 1.2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

### Side Letter

The parties agree to establish a committee consisting of Local Presidents from Local 1111, Local 1178, and Local 1276, AFSCME Council 31 staff, the Special Assistant to the President, and appropriate management representatives to review all titles, rates of pay, and job codes in Appendix "A" of the new agreement.

Furthermore, the parties agree to meet within thirty (30) days of Ratification by the parties.

## Side Letter

The parties agree to establish a committee to discuss an attendance policy which would apply to AFSCME Locals 1111, 1178, and 1276.

The parties agree to meet within ninety (90) days of ratification of the new agreement.

#### Side Letter Local 1178

The parties agree that the first payroll period after ratification of the new agreement, all pharmacy tech's in grade (P.A.) job code 2051 will be placed in the appropriate grade 10 step based on seniority also, the parties agree that the first payroll period after ratification of the new agreement, all pharmacy tech's in the grade (P.B.) job code 2099 will be placed in grade 13 step based on seniority.

# Side Letter "Me Too" Clause

For the period from the date of the execution of this tentative agreement through November 30, 2017 only, if Cook County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the Parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of these bargaining units.

# Side Letter Shut Down Days

The Employers agree that they will not implement any shutdown days from the date of execution of this side letter through the termination of the collective bargaining agreement. This Agreement shall automatically expire upon Cook County Board of Commissioners' ratification of the successor agreement. This agreement is non-precedential and shall not be used by either party in any proceeding except to enforce its terms. Further, the parties do not agree that by executing this agreement the Union nor the Employers waive any positions, rights, claims or defenses regarding shutdown days.

#### Side Letter Classification and Grade Change

Effective within 60 days after ratification by the Cook County Board of Commissioners, all classifications below Grade 11 of the AFSCME Schedule I Pay Plan shall be upgraded to or merged with Grade 11 classifications and all affected employees shall be placed in a step that contains a salary which is next closest but higher than the employee's current salary. Upon request by either party, the parties shall meet to resolve any resulting classification issues.

# Side Letter Alternative Work Schedules

The parties understand the positive benefits that alternate work schedules have for employees. Therefore, the parties agree that no later than ninety (90) days after ratification of this agreement upon request of the Union, the parties shall meet to determine which position classifications may be eligible to participate in alternative work schedules and to resolve any procedural issues. If the Employer in its sole discretion determines its own needs may appropriately be met by allowing an employee the opportunity to have an alternative work schedule, the Employer may grant the request.

## MEMORANDUM OF AGREEMENT

Pursuant to the AFSCME Collective Bargaining Agreement Section 2.5, Union and County Meetings, the Parties agree to meet for further discussions of the CCHHS practice, protocol, and procedure under AFSMCE Collective Bargaining Agreement Section 4.4, Reduction in Work Force. The Parties agree to meet within 90 days following the ratification of the Collective Bargaining Agreement.

# Side Letter Benefit Time Increments

It is the Employer's intent to maintain the benefit time increments currently in effect at CCHHS. In the event the Employer desires to change or revise the increments currently in effect at CCHHS for legitimate operational needs, it shall notify AFSCME Council 31 in writing, and upon request negotiate (within the meaning of the Illinois Public Labor Relations Act) such change(s) or revision(s).

## APPENDIX D Pay Schedule

#### SCHEDULE I BUREAU OF HUMAN RESOURCES AFSCME

				Tarak Tarak Tarak					After 2 Years At 5th Step	Rate & 10 Years Service	2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service 9th Step	-
Grade	<u>Entr</u>	v Rate Entr	v Rate 2	1st Step 2	nd Step	3rd Step	4th Step	<u>sin Siep</u>	6th Step	/(n step	8th Step	BIII STOP	
		13.784	15.316	15.966	16.646	17.353	18.091	18.863	19.663	20,202		21.746	
	Bi-Weekl 1,		• .		1,331.68		1,447.28 37,629	1,509.04 39,235	1,573,04 40,899	1,616.16 42,020	1,656.80 43,076		
	Annual 2	28,670	31,857	33,209	34,623	30,034	67,0ES		. 40,000	12-12-29			
10	Hourly		16,405	17.104	17.831	18.587	19.377		21.060	21.641			
	Bi-Weekl 1,		1,312.40	1,368.32		1,486.96 38,660	1,550.16 40,304	1,616.08 42,018	1,684.80 43,804		1,774.72 46,142		
	Annual	30,711	34,122	35,576	37,000	00,000	. 40,004	72,010	-10,00-1	10,010			
11	Hourly	15.851	17.601	18.349	19.131	19,942	20.788	21.672	22.594		23,799		
	Bi-Weeki 1,	268.08		1,467.92	1,530.48	1,595.36	1,663.04	1,733.76	1,807.52		1,903,92		-
	Annual	32,970	36,610	38,165	39,792	41,479	43,239	45,077	46,995	48,289	49,501	01,970	j
12	Hourly	16.964	18.849	19.652	20.488	21.359	22.265	23.212	24.198	24.864	25.488		
•	Bi-Weekl 1.		1,507.92	1,572.16	1,639.04	1,708.72	1,781.20	1,856.96	1,935.84	1,989.12			
	Annual	35,285	39,205	40,876	42,615	44,426	46,311	48,280	50,331	61,717	53,015	55,667	:
		18.170	20.189	21.047	21.939	22.874	23.846	24.858	25.915	26.628	27,297	28.661	
13			1,615.12	1.683.76	1,755.12	1,829.92	1,907.68		2,073.20			2,292.88	٠.,.
;		37,793	41,993	43,777		47,577	49,599	51,704	53,903	55,386	56,777	59,614	,
			•						معاند		on ode		
14		19.508	21.676	22.598	23.557	24.559	25.601	26.689	27.824	28.588 2,287.04			
		560.64	•			1,964.72	2,048.08	2,135.12 55,513	2,225:92 57,873	*			
	Annual	40,576	45,086	47,003	48,998	51,082	53,250	30,010	. 01,010		00,000		
15	Hourly	21.002	23.335	24.325	25.359	26,436	27.560	28.732		30.777			
• •		680.16	1,866.80	1,946.00	2,028.72	2,114.88	2,204.80	2,298.56	•	2,462.16	*		
	Annual	43,684	48,536	50,596	52,746	54,986	57,324	59,762	62,300	64,018	65,628	68,906	,
16	Hourly	22.544	25.049	26.114	27.224	28,379	29.584	-30.842	. 32.156	33.039	33.869	35.561	i
,10	Bi-Weekly. 1.		2,003.92	2,089.12	2,177.92	2,270.32	2,366.72	2,467.36		2,643.12			
		46,891	52,101	54,317	56,625	59,028	61,534	64,151	66,884	68,721	70,447	73,966	j.
		~	00.004	60.000	70.014	00 /E7	31.750	33,101	34.507	35.457	36.347	38.162	2
17		24.193	26,881 2,150.48	28.026 2,242.08	29.214/ 2,337.12		2,540.00		2,760.56		2,907.76		
	Bi-Weekl 1, Annual	50,321	55,912	58,294		63,350	66,040	68,850	71,774				
	,		•							07.076	Og ogs		; 4
18		25.916	28.795	30,018	31.294	32.623	34.010	35.457	36.962 2,956.96				
		073.28	2,303,60				2,720.80 70,740	73,750	76,880				_
•	Annual.	<b>53,9</b> 05	59,893	62,437	65,091	67,855	. 10,140	10,100	1500		1.		
19	Hourly	28.425	31,583	32,927	34.328	35.786	37:305	38.894	40.544		*****		
		274.00	2,526.64	2,634.16		2,862.88	2,984.40						
	Annual	59,124	65,692	68,488	71,402	74,434	77,594	80,899	84,331	66,654	88,826	3 93,27	٠.
	Hourly	31.214	34.682	36,156	37.694	. 39,296	. 40.965	42.706	44.52	45.74	46.89	3 49.23	7
20	Bi-Weekl 2		2,774.56		3,015.52	3,143.68	3,277.20		3,561.68	3,659.60	3,751.4		
	Annual	64,925	72,138	75,204	78,403		85,207	88,828	92,600	3 95,14	97,53	7 102,41	2
		7 .	00445	00.701	44 404	40 463	. AE 010	46.931	48.92	7 50.27	4 51.53	3 54.10	9
21	Hourly	34.304	38,1.15		41,424 3,313.92								
•	Bi-Weeki 2 Annual	,744,32 71,352	3,049.20 79,279		86,161	89,822	•		•		-		
	, maiuai	. 1002	. , 0,25,0	22,010	,,								
22	Hourly	37.644	41.827		45.458	•							
	Bi-Weekl 3		3,346:16		3,636,64					6 - 4,413.4 9 - 114,74			
	Annual	78,299	87,000	90,698	94,552	98,567	102,760	· . IV/3144	. irriót	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- 11110E	، درستند ب	
23	Hourly	39,482	43.869	45.736	47.679	49.705	51.818	54.020	56.31				
20	Bi-Weekl 3		3,509.52				4,145.44	4,321.60					
	Annual	82;122	91,247	95,130	99,172	103,386	107,781	i 112,361	117,13	7 120,35	7 . 123,38	129,54	·

#### SCHEDULE I BUREAU OF HUMAN RESOURCES AFSCME

	-						j		•	•				
			•			)	-		•	*	Year at 1st	Year at 2nd Longevity	Year at 3rd Longevity	•
										After 2	Rate & 10	Rate & 15	Rate & 20	
				•		•			•	Years At 5th Step	Years Service	Years Service	Years Service	
					4-205-W	and Giom	2ed Ston	4th Step	5th Step	6th Sten	7th Step	8th Step	9th Step	
<u>Gra</u>	de	]	Entry Rate	Entry Rate 2	18t Step 2	<u>ina Step</u>	3rd Step	4th Step	our otep			•		
9	)	Hourly	14.060		16.285		17.700	18,453	19.240	20.056	20.606 1,648.48	21.124 1,689.92	22.181 1,774.48	
		Bi-Weekl			1,302.80	•	1,418.00 36,816	1,476.24 38,382	1,539.20 40,019	1,604.48 41,716	42,860		46,136	
		Annual	29,244	32,493	33,872	35,31 <b>6</b>	30,010	doloor	40,010		•			
10	3	Hourly	15.060	16.733	17,446	18.188	18.959	19.765	20,605	21.481	22.074		23.758 1.900.64	
		Bi-Weekl;	1,204.80	1,338.64	1,395.68		1,516.72		1,648.40	1,718.48 44,680	1,765.92 45,913		49,418	
		Annuai ·	31,324	34,804	36,287	37,831	39,434	41,111	42,858	44,000	45,610	-7,,000	••	
11	1 :	Hourly	16.168	17,953	18,716	19.514	20.341	21.204	22.105	23.046	23.680		25.488	-
	• !		1,293.44		1,497.28	1,561.12	1,627.28	1,696.32	1,768.40	1,843.68	1,894.40		2,039.04	
		Annual	33,629		38,929	40,589	42,309	44,104	45,978	47,935	49,254	50,492	53,015	•
12	'n	Hourly	17,303	19,223	20.045	20.898	21.786	22.710	23,676	24.682	25,361		27.298	
12		Bi-Weekl			1,603.60	1,671.84	1,742.88	1,816.80	1,894.08	1,974.56	2,028.88		2,183.84	
•		Annual	35,990	*	41,693	43,467	45,314	47,236	49,246	51,338	52,750	54,075	56,779	
	_		40.000	00.500	21,468	22.378	23.331	24.323	25.355	26,433	27.161	27.843	29.234	
1		Hourly	18,533 1,482,64		1,717.44	1,790.24	1,866.48	1,945.84	2,028.40	2,114.64	2,172.88	2.227.44	2,338.72	
	•	Bi-Weekl Annual	38,548			46,546	48,528	50,591	52,738	54,980	56,494	57,913	60,806	÷
		- Allingian	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,								00 400	29.892	31.387	
1	4	Hourly	19.898			24.028	25.050	26.113	27.223	28.380	29.160 2,332.80			
		Bi-Weekl	-	1,768.80			2,004.00	2,089.04 54,315	2,177.84 56,623	59,030	60,652	•		
		Annual	41,387	45,988	47,944	49,978	52,104	54,010	00,020		20,00-			
1	5	Hourly	21.422	23.802	24.812	25.866		28.111		30.551	31.393		33,791	
	•	Bi-Weekl	and the second second		1,984.96	2,069.28	2,157.20	2,248.88		- 2,444.08	2,511.44			
		Annual	44,557	7 49,508	51,608	53,801	56,087	58,470	60,958	<b>63,54</b> 6	65,297	66,940	70,285	•
٠.		Limonia	22.995	25.550	26.636	27.768	28.947	30.176	31.459	32,799	33.700	34.546	36.272	
,	G.	Hourly Bi-Weekl	1,839.60			2,221.44	2,3 (5.76	2,414.08	2,516.72	2,623.92	2,696.00			
		Annual	47,82			. <b>5</b> 7,757	60,209	62,766	65,434	68,221	70,096	71,855	75,445	
٠.			- 1 -		D0 507	29.798	31.066	32.385	33.763	35.197	36.166	37.074	38.925	,
1	7	Hourly	24.677 1.974.1			2,383.84	2,485.28	2,590.80	2,701.04			3 2,965.92		
		Bi-Weekl Annual	51,32			61,979	64,617	67,360	70,227	73,209	75,22	5 77,113	80,964	
	:				30,618	31.920	33.275	34.690	36.166	37.701	38.73	B 39.712	41.699	j.
- 1	18		26.43				2,662.00	2,775.20		3,016.08			3,335.92	2
		Bi-Weekl Annual	2,114.7 54,98			66,393	69,212	72,155	75,225			5 <b>82,</b> 600	86,733	ļ
		-uuiou	. ;								. 40.40	4 43.560	45.739	
1	19	Hourly	28.99			35.015			39,672		42,49 3,399.5			
		Bi-Weekl		2 2,577.20		2,801.20		3,044.08 79,146	3,173.76 82,517					
		Annual	60,30	7 67,007	7 69,858	72,831	75,924	79,140	02,017				•	
	20	Hourly	31.83	8 35.376	36.879	38.448	40.082	41.784	43.560		•			
•		Bi-Week				3,075.84		3,342.72	3,484.80					
		Annual	66,22	3 73,58	2 76,708	79,971	83,370	86,910	90,604	94,454	97,05	2 99,48	B 104,46	
	21	Hourly '	34.99	0 38.87	7 40.529	42.252		45.919	47,870	49.90	5 51.27			
•	2.1	Bi-Week				3,380.16		3,673.52	3,829.60		•			
		Annual	72,77			87,884	•	95,511	99,569	9 103,804	4 106,66	0 409,33	3 114,79	
	٠.	: بالسنيوو	38.39	7 42,66	4 44.477	46.367	48.33 <del>6</del>	50.392	52.53	1 54.76	6 56.27	.57.68		
	22	Hourly Bi-Week	_			,				8 4,381.2				
		Annual	79,80			-	•			4 113,91	3 117,04	43 119,98	0 125,98	1
					6 46,651	48,63	50.699	52.854	55.10	0. 57.44	2 59.02	21 60.50	4 63.52	<b>:9</b>
	23	-	40.2										5,082.8	
		Bi-Weel Annual	ki 3,221. 83,7	•		-						63 125,84	132,14	0.
		1-H H (CASA)	2011			•	•			,				

Year at

### SCHEDULE I BUREAU OF HUMAN RESOURCES AFSCME

. '									After 2 I Years At 5th Step	ist ongevity Pate & 10 Years Service	2nd Longevity L Rate & 15 I Years Service	3rd ongevity Pate & 20 Years Service
Grad <u>e</u>	. <u>E</u>	ntry Rate Ent	ry Rate 2 1	st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
. ₹ .		T4.341	15.934	16.611	17.319	18.054	18.822	19.625	20.457	21.018	21.546	22.625
	Hourly Bi-Weekl	1,147.28		1,328.88	1,385.52	1,444.32	1,505.76	1,570.00	1,636.56	1,681.44	1,723.68	1,810.00. 47,060
	Annual	29,829	33,142	34,550	36,023	<b>37,5</b> 52	39,149	40,820	42,550	43,717	44,815	47,000
		4 = 004	17.069	17.795	18.552	19.338	20.160	21.017	21.911	22.515	23.081	24.233
10	Hourly	15.361 1,228.88	17,068 1,365,44	1,423.60	1,484.16	1,547.04	1,612.80	1,681.36	1,752.88	1,801.20	1.846.48	1,938.64
. :	Bi-Weekl Annual	31,950	35,501	37,013	38,588	40,223	41,932	43,715	45,574	46,831	48,008	50,404
•				40.000	19.904	20.748	21.628	22:547	23.507	24.154	24.761	z 25.998
11	Hourly	16.491	18.312	19.090	1,592.32	1,659.84	1,730.24	1,803.76	1,880.56	1,932.32	1,980.88	2,079.84
	Bi-Weeki;	1,319.28	1,464.96	1,527.20 39,707	41,400	43,155	44,986	46,897	48,894	50,240	51,502	54,075
	Annual	34,301.	38,088	25,101	H 13TOO				•			07044
. 40	Hourly	17.649	19.607	20.446	21.316	22.222	23.164	24.150	25.176	25,868	26.518	27.844
12	Pi-Weekl	1,411.92	1,568.56	1,635.68	1,705.28	1,777.76	1,853.12	1,932.00	2,014.08	2,069.44	2,121.44	2,227.52 57,915
•	Annual	36,709	40,782	42,527	44,337	46,221	48,181	50,232	52,366	53,805	55,157	. 67,513
						00.700	24.809	25.862	26.962	27,704	28.400	29.819
13	Houly	18.904	21.005	21.897	22.826	23.798	1,984.72	2,068.96	2,156.96	2,216.32	•	2,385.52
	Bi-Weekl	1,512.32	1,680.40	1,751.76	1,826.08	1,903.84 49,499	51,602	53,792	56,080	57,624		62,023
	Annual	39,320	43,690	45,545	47,478	40,400	5 11002	,	•			
	, A I — subse	20.296	22.552	23.511	24.609	25.551	26.635	27. <b>7</b> ,67	28.948	29.743		32,015
14	Hourly Bi-Weeki	1,623.68	1,804.16	1,880,88	1,960.72	2,044.08	2,130.80	2,221.36	2,315.84	2,379.44		2,561.20 66,591
	Annual	42,215	46,90B	48,902	50,978	53,146	55,400	57,755	60,211	61,865	63,419	
						27.504	28.673	29.893	31.162	32.021	32.827	34.467
15	Hourly	21.850	24.278	25.308	26.383 2,110.64	2,200.32	2,293.84	2,391.44	2,492.96	2,561.68	2,626.16	2,757.36
	Bi-Weekl	1,748.00	1,942.24	2,024.64 52,640	54,876	57,208	59,639	62,177			68,280	71,691
٠	Annual	45,448	50,498	32,040	04,010				13.32.		05.007	36.997
16	Hourly	23.455	26.061	27.169	28.323	29,526	30.780	32.088	•			
10	Bi-Weekl	1,876.40	2,084.88	2,173.52	2,265.84	2,362.08						
	Annual	48,786	54,206	56,511	58,911	61,414	64,022	66,743	69,586	11770	, Johnson	, , <del>, ,</del> ,
		• •	/		00.004	01.007	33.033	34,438	35.901	36.88	37.815	
17	Hourly	25.171	27.967	29.159		31.687 2,534.96						3,176.32
•	· Bl-Weekl		2,237.36	2,332.72 60,650						76,72	9 78,655	82,584
	Annual	* 52,355	58,171		00,010						40.700	42.533
18	Hourly	26:963	29.958	31.230	32.558							
. ' '	Bi-Weekl		2,396.64	2,498.40								1
•	Annual	56,083	62,312	64,958	67,720		73,598	76,729	79,98	02,10		
				01000	35.715	37.232	2 38.812	2 40.46	. 42.18	2 43.34	4 44.43	
19		29.574	32.859	34.258 2,740.64				3,237.20			2 3,554.4	
	Bi-Weeki	2,365.92 61,513	2,628.72 68,346	71,256		7.				8 90,15	5 92,41	6 97,040
	Annual	01,010	00,040	1 1,000							n 40.70	8 51.226
20	Hourly	32.475	36.084	37,617	7 39.217	7 40.884						
٠. ۵۷	Bi-Weeki		2,886.72	3,009.36	3,137.36							
	Annual	67,548	75,054	78,24	81,57	6 85,03	88,64	9 92,41	6 96,34	3 98,99	יד וטו בנ	0 100,004
		¥		44.04	oʻ 49.00°	7 44:92	9 46.83	7 48.82	7 50.90	4 52.30	53.61	5 56.295
. 21		35.690	39.655								40 4:289.2	
	Bi-Week		3,17,2.40								94 111,51	9 117,093
	Annual	74,235	82,482	80,90	•	. ,,,,,,,						, ,,
	2 Hourly	39.165	43.517			4 49.30	3 51.40		and the second second			
22	z nouny Bi-Week		3,481.36			2 3,944.2	4 4,112.0					
	· Annual		90,515			1 102,55	io y 106,91	12 . 111,49	50. 116,19		• •	20 120 <sub>1</sub> 000
							(A	11 56.20	02 58.5	; 91 60.2		14 64.800
. 23	3 Hourly	41.077	45.64									_ ' `
•	Bi-Weel		3,651.28								4.6	
	Annual	<b>85,44</b> 0	94,93	3 98,97	74 103,18		. 112,11		•			